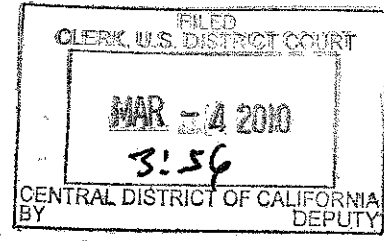1
**DONALD M. GINDY**
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Attorney for Hitek Software LLC
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UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA- WEST REGION

10

11  DAVID A. CROOK doing business as VB
CONVERSIONS, a sole proprietorship,
12

13          Plaintiff,

14          v.

15

16  MICROSOFT CORPORATION, a Delaware
Corporation; BENJAMIN HUANG, an
17  individual; TONY ZHANG, an individual;
GUAN YU, an individual; LEO HONG, an
18  individual; LUCAS K, an individual; DOES
1-10, inclusive
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20          Defendants.

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CASE NO. CV 10- 01624-SJO(RZ)

**COMPLAINT FOR:**
**COPYRIGHT INFRINGEMENT;**
**CONTRIBUTORY COPYRIGHT**
**INFRINGEMENT;**
**VICARIOUS COPYRIGHT**
**INFRINGEMENT;**
**VIOLATION OF THE DIGITAL**
**MILLENNIUM COPYRIGHT**
**ACT, § 1201;**
**BREACH OF SETTLEMENT**
**AGREEMENT;**
**REQUEST FOR INJUNCTIVE**
**RELIEF**

22

23      **COMES NOW**, the plaintiff, David A. Crook doing business as VB
24
25  Conversions, a sole proprietorship, with claims of  Copyright Infringement,
26  Contributory  Copyright  Infringement,  Vicarious  Copyright  Infringement,
27  Violation of the Digital Millennium Copyright Act, § 1201, et. seq. based upon
28
the unauthorized access, copying and usage of plaintiff's copyrighted software

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entitled VB.Net to C# Converter.  It is further based upon the defendants' breach of settlement agreement entered by and between the parties June 15, 2006.  This action seeks damages and injunctive relief based upon a federal question.

## A.    **JURISDICTION and VENUE.**

1.    This action arises under the Copyright Act of the United States, 17 U.S.C.§101 and 501, et seq.  This Court has jurisdiction over the Subject Matter of this action pursuant to 28 U.S.C. § 1338 (a) and Supplemental Jurisdiction pursuant to 28 U.S.C. § 1367(a).

2.    Venue is proper in this Court pursuant to 28 U.S.C. §1400 (a).

3.    Further, Plaintiff alleges venue is proper as the result of a Settlement Agreement entered by plaintiff and defendant Microsoft Corporation on or about June 15, 2006, wherein it is acknowledged and agreed that in the event of a dispute arising out of said agreement the proper venue is Los Angeles, California.

4.    Venue is further proper in that plaintiff's End User License Agreement ("EULA") provides a Forum Selection Clause affirmed by defendants designating the County of Los Angeles, State of California, as the appropriate location for hearing in the event of a dispute arising out of said license.

\\\

B. **PARTIES.**

5. David A. Crook is the sole owner and operator of his company entitled VB Conversions (hereinafter "VBC"). The principal headquarters of his business is located in Overland Park, Kansas. Plaintiff is a software developer who licenses his product over the World Wide Web of the Internet.

6. Plaintiff is informed and believes and thereon alleges that Microsoft Corporation, is a Delaware corporation, based in Redmond, Washington ("MS"). MS is one of the world's largest producers and distributors of computer software.

7. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein defendant Leo Hong is and was an employee of MS performing his job within the scope of authority as a computer specialist.

8. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein defendant LucasK is and was an employee of MS performing his job within the scope of authority as a computer specialist.

9. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein defendant Ningyu He is and was an employee of MS performing his job within the scope of authority as a computer specialist.

10. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein defendant Tony Zhang is and was an employee of MS performing his job within the scope of authority as a computer specialist.

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11.     Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein defendant Guan Yu is and was an employee of MS performing his job within the scope of authority as a computer specialist. The last name of this individual is unknown to plaintiff, but according to proof at time of trial.

12.     Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein defendant Benjamin Huang is and was an employee of MS performing his job within the scope of authority as a computer specialist.

C.      **GENERAL ALLEGATIONS.**

13.     Plaintiff has registered his programs with the Register of Copyright and was given the registration number of TX 6-285-849 for Version 1.0 of the above entitled program; TX 6-425-720 for Version 2.0. The latter is derivative of the original version of the software.  However, Version 2.0 has its own original expressions as constituent elements within the software.  Plaintiff contends that the violations of copyright set forth herein are of both Versions of the program. Copies of the registrations are attached hereto and incorporated by reference as Exhibit "A."

14.     VBC sells its copyrighted programs online at vbconversion.net. Mr. Crook subscribes to the Shareware philosophy of offering his program for a

limited time to potential purchasers.  In this instance, he offers it for 15 days.  A party is permitted to try out the program and see if it is suitable for their needs.  If so, they may apply for a license by paying the required fee and affirming a license agreement.  However, prior to being permitted to use the Trial version, a prospective purchaser must first affirm an End User License Agreement.    The trial version of the program automatically disables after 15 days.  A copy of the EULA is attached hereto as Exhibit "B."

15.    Unfortunately, despite the best efforts of VBC, he has not been able to stem the tide of unscrupulous people who have gained unauthorized access to his program and have used the software to quickly convert to this latest incarnation of computer language.  These intruders have used so-called "cracking sites" which exist in great abundance on the Internet.  These sites supply the decryption of registration keys to developer's software and enable fraudulent registration codes to be used in order to gain access to the programs.  In self defense, VB has adopted *a tracking system* which is able to identify the date and time of the intruder, the external and internal IP of the offending computer, the identity of the user of that computer and other data which is integral to proof of infringement.

16.    The tracking system VBC adopted was created by Hitek Software LLC of Goleta, CA.   VBC and Hitek are contractually bound to have the latter

receive and monitor the data also received by VBC's servers.  In the EULA, Hitek

is the entity referred to as a "third party user registration tracking company."

17.   In business programming, Visual Basic (VB) has one of the largest

user bases and is probably the most popular programming language. But many

developers look to more recent computer languages in order to enhance what they

do and to eliminate flaws found in earlier programs such as VB.  Newer languages

used by programmers include C, C+ and C++.  C# has evolved from these earlier

attempts at improving VB.

18.   C# is intended to be a simple, modern, general-purpose,

programming language. The language is intended for use in developing software

components suitable for deployment in many different environments.  For

instance, C# compilers exist for just about every platform imaginable, including

Mac, Linux, Windows, Solaris, etc. C# is suitable for writing applications for both

hosted and embedded systems, ranging from the very large that use sophisticated

operating systems, down to the very small having dedicated functions.

19.   Plaintiff is informed and believes that at all times mentioned herein

defendant MS has engaged in the purchase and/or sale of goods and services

within the County of Los Angeles, State of California.   Plaintiff is further

informed and believes that MS maintains a retail outlet for its products in Orange

County, California.

20.    The American Registry of Internet Numbers (ARIN) is a non-profit organization that is charged with the task of assigning internet protocol addresses to computers using the Internet.  It is one of five organizations around the globe charged with these duties.  The geographic area assigned to ARIN is North and South America. ARIN provides information as to the Net Range of Computers, by IP address, owned and/or operated by parties within the above geographical region.

21.    Plaintiff is unaware of the names and true capacities of Defendants, whether individual, corporate and/or partnership entities, Named herein as DOES 1 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff will seek leave to amend this complaint when their true names and capacities are ascertained.  Plaintiff is informed and believes and thereon alleges that all of the defendants, known and unknown, are in some manner responsible for the wrongs alleged herein and that at all times mentioned herein were the agents and servants or joint venturers/ partners-in-concert of the other Defendants, and acted within the course and scope of said agency and employment or within the parameter of their agreement.

22.    Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, Defendants and DOES 1-10, inclusive, knew or reasonably should have known of the acts and behavior alleged herein and the damages caused

thereby, and by their inaction ratified and encouraged such acts and behavior. Plaintiff further alleges that said defendants have a non-delegable duty to prevent or cause such acts and behavior described herein, which duty defendants failed and/or refused to perform. Plaintiff further alleges upon information and belief that each act, transaction or event hereinafter stated was directed, hosted, served and routed through a network operated and maintained by defendant MS.

23.   On or about June 15, 2006, MS and plaintiff consummated a Settlement Agreement and Mutual Release which provides for a resolution of plaintiff's claim of copyright infringement of his program entitled VB.Net to C# Converter. A copy of said Agreement is attached hereto and incorporated by reference as Exhibit "C."   Within the Agreement, MS acknowledged and agreed "to refrain henceforth, from directly or indirectly, using the subject proprietary software listed above without paying the required fee and obtaining the express written authorization from VBC or its delegate."

**FIRST CLAIM FOR RELIEF:** *Violation of 17 U.S.C.§106(1)& 501,et.seq., Copyright Infringement against all defendants.*

24.   Plaintiff incorporates by reference paragraphs 1 through 23 as if the same were set forth fully herein.

25.   The first instance of unauthorized access occurred on June 1, 2007. Because of time differences was detected on May 31, 2007, at 9:38 p.m., EDT.

Plaintiff's program, Version 2.10, was the subject of copying through use of a computer entitled LEOHONG. A fraudulent code was used to gain access, to wit, A7621-J22H2-649510E789G-WPH22. This code was not issued by plaintiff. Exhibit "D."

26.    In the above recounted event, the Public IP address of the offending computer is noted to be: 131.107.0.105. ARIN reports that this address is within the Net Range of computers owned and/or operated by defendant MS. Exhibit "E." The Host also appears to confirm the connection to defendant MS. On the same dates listed above, 3,020 lines were converted to C# by the unauthorized use of plaintiff's program.

27.    In the next instance of unauthorized access and copying, which occurred May 5, 2008, at 8:49 a.m., Eastern Daylight Time, the act was detected by the tracking system at 5:51 p.m., on the same date. A computer entitled V-JAGK9, whose external internet protocol address is 207.46.55.31 and is listed as being within the range of computers owned and/or operated by MS according to ARIN, was discovered to have converted Visual Basic computer language to 2,201 lines of C# by use of plaintiff's program, Version 2.17. "F." The converted lines were used on a project entitled "RS232." ARIN listed as Exhibit "G."

28.    In the above instance, a fraudulent key noted to be: A7621-J22H2-64951-E789G-WPH22 was used to gain unauthorized access to the program. It

was not issued by plaintiff.  The user was noted to be one "b-avinse." The internal

IP address is noted as: 65.52.116.55.

29.    The next event of unauthorized access and illegal registration is seen

to have occurred on May 23, 2008, at 11:41 a.m., and was detected at 2:42 p.m. on

the same date.  Illegal usage of Version 2.16 commenced at 5:39 p.m., on the

same date. The infringing party used a fraudulent key commencing with the

number "71 followed by 22 marks similar to apostrophes, separated by underlines

and interspersed in one location by a dollar sign." A copy of the described

fraudulent key is attached hereto as Exhibit "H." The public IP address is

131.107.0.73 and ARIN confirms it is within the net range of computers owned

and/or operated by defendant MS.  Exhibit "E."

30.    In the above event, the user is noted to be defendant "lucask." The

program was used on a project entitled EBS 1.1 and caused the conversion of

Visual Basic language to 14,798 lines of C#.  The name of the offending computer

used to commit the conversion is called "CYCLONEZ."

31.    On November 20, 2008, at 4:25 p.m., illegal usage of the program,

Version 2.21, was obtained and was detected on the same date at 7:26 p.m., EST.

A computer entitled MS-HNY with the Public IP address of 131.107.0.69, was the

device used for the unlawful act.  Exhibit "I." ARIN has confirmed that the

organization to which this computer belongs is defendant MS.  A fraudulent code

of 5CQHS-RZPHS-CBNCV-JUGVS-X9KGG was noted as the means by which the program was compromised. This code was not issued by VBC. The user is noted as "v-terhe." Plaintiff is informed and believes the user is defendant Ningyu He.

32.     On the above date, at 4:42 p.m. and again at 4:59 p.m., the computer MS-HNY converted a total of 6,968 lines to C# through unauthorized use of plaintiff's program.

33.     On March 10, 2009, at 4:24 a.m., EDT, a computer called TONYZHANG, whose public IP address is 207.46.92.19, gained unauthorized access to VBC's program and Version 2.24. ARIN confirms that ownership and/or operation is within the net range of computers assigned to defendant MS. Exhibit "G." The private IP address is 172.18.1.88. The user is noted as "v-tonz." Plaintiff is informed and believes and thereon alleges that "v-tonz" is the same defendant Tony Zhang.

34.     In the preceding instance, it is further alleged that commencing at 4:35 a.m. and continuing to 4:52 a.m., that lines of Visual Basic were converted to 40,489 lines of C# by the unauthorized use of plaintiff's program. Many projects were used with this conversion and are found enumerated in Exhibit "J." A fraudulent key was used to gain unauthorized entry. The key, not issued by plaintiff, is noted as P14AF6YB46091C599C694H088.

35.     Chronologically, the next event occurred on March 17, 2009, at 5:41 a.m., EDT, when a computer entitled YUGUANTP, gained unauthorized access to Version 2.24 of plaintiff's program. The public IP address of this computer is noted as 207.46.92.19, already confirmed by ARIN as assigned to MS. The private IP is 172.23.169.138.   The Domain or Workgroup is Yuguan TP.   A program called "CustomFeedAggregator" converted VB to 1,012 lines of C# by use of plaintiff's program. The fraudulent code bears a similarity to that used on May 23, 2008, i.e., the numbers "04 followed by numerous apostrophes and interspersed within is a parentheses." Plaintiff is informed and believes and thereon alleges that the unauthorized user is defendant Guan Yu. Exhibit "K."

36.     On June 18, 2009, at 10:45 a.m., and detected by the tracking system on the same date at 10:47 a.m., EDT, an illegal registration took place with the introduction of a fraudulent code to the trial version of VB.Net to C# Converter, Version 2.24.   An illegal key commencing with the number 21 followed by 22 apostrophe-like marks interspersed with _ and an "end parentheses" was used to gain unauthorized access.   The offending computer is entitled BENJYSERVER and has a Public IP address of 131.107.0.73 and a Private IP address of 157.60.53.61. "Exhibit "L." ARIN reports that the Public IP is within the Net Range of computers assigned to MS.   The user is named

"benjamh." Plaintiff is informed and believes and thereon alleges that "benjamh" is the same as defendant Benjamin Huang.

37.   As a consequence of the unlawful activity mentioned immediately above, 159,097 lines of VB were converted to 187, 029 lines of C#. In total, all lines converted to C# by all of the aforementioned persons amounts to 245,529.

38.   Plaintiff is informed and believes and thereon alleges that a competent computer programmer could *at best* convert 100 lines per hour from Visual Basic to C# in the absence of plaintiff's program. The aforementioned assumes competence by the programmer, absolute dedication to the process, and not having to repeat the conversion several times in order to debug the end result. More likely, a programmer would not be able to do 100 lines per hour. However, assuming *arguendo* that one could do so, it would still require 2,455 hours to complete the same job that plaintiff's program is capable of completing in a few hours. Further, assuming that the average programmer earns approximately $100.00 per hour doing conversion work, the saved costs and expenses avoided by MS as the result of unauthorized access, copying and usage amounts to $245,529.00.

39.   Plaintiff asserts that in committing the alleged infringement, the defendants used both registered versions of plaintiff's copyrighted software,

Version 1.0 and Version 2.0. Accordingly, damages are doubled in that each Version has its own constituent elements which are original to the program.

40. Plaintiff alleges that the amount of Actual Damages, including profit attributable to the infringement, is unknown to plaintiff at this time, but according to proof. Plaintiff does allege that Statutory Damages are at least $300,000.00. The acts of defendants, and each of them, are in direct conflict with the language and promises of the Settlement Agreement and Mutual Release of June 15, 2006. Accordingly, then, the acts complained of were willful and deliberate and qualify for the maximum allowed by 17 U.S.C. § 504 (c)(2).

**SECOND CLAIM FOR RELIEF:** *Vicarious Copyright Infringement*

41. Plaintiff incorporates by reference paragraphs 1 through 40, inclusive, as if the same were set forth fully herein.

42. Plaintiff is informed and believes and thereon alleges that at all times relevant to the actions complained of herein the employer, defendant MS, had the right and ability to oversee, govern, control and direct its employees actions, including, but not limited to, halting any adverse conduct in which its employee is engaged. Yet, despite this ability, defendant failed and continues to fail to enforce rules of conduct upon its employees, Benjamin Huang, Tony Zhang, Leo Hong, Guan Yu, Lucas K. and others, which has led to the massive number of lines being

converted to C# by use of Plaintiff's copyrighted software and done without the knowledge or consent of plaintiff.

43.     Plaintiff further alleges that as a proximate result of defendants' conduct, defendant MS has profited in an amount and in a manner that would not have taken place, but for the purloining of plaintiff's copyrighted software by its employees. Accordingly, defendants' have gained a financial benefit to which they are not entitled.

44.     Under the circumstances outlined above, defendants' are liable to plaintiff for Statutory Damages as a willful vicarious copyright infringer in the amount of $300,000.00. Defendants' are also liable for Actual Damages in an amount unknown at this time, but according to proof at time of trial.

**THIRD CLAIM FOR RELIEF:** *Contributory Copyright Infringement*

45.     Plaintiff incorporates by reference paragraphs 1 through 44, inclusive, as if the same were set forth fully herein.

46.     By virtue of its position as employer, defendant MS knew or had reason to know that its employees had gained unauthorized access to plaintiff's copyrighted programs and was using same for the benefit of MS.

47.     Furthermore, plaintiff is informed and believes that Defendant MS aided and abetted the actions of its employees and materially contributed therein

by supplying the data and equipment necessary to encourage, urge and persuade, and induce the usage of plaintiff's intellectual property.

48.     Defendants, and each of them, are jointly and severally liable to Plaintiff in Actual Damages of a sum unknown at this time, but for all profits attributable to the infringements, according to proof at time of trial.   In the alternative, defendants are jointly and severally liable for Statutory Damages of $300,000.00, as and for the willful and intentional infringement and unauthorized access, copying and usage of plaintiff's copyrighted programs.

**FOURTH CLAIM FOR RELIEF:** *Violation of the Digital Millennium Copyright Act (17 U.S.C. § 1201).*

49.     Plaintiff repeats and re-alleges paragraphs 1 through 48, as if the same were set forth fully herein.

50.     At all times mentioned herein, plaintiff had in force a 25 digit numeric code designed to control access to his copyrighted software.   It is only when a legitimate purchaser fulfills his obligation with respect to the conditions of the End User Licensing Agreement (EULA) and pays the appropriate fee, that unlimited access to the licensed product is permitted. When adherence to the EULA is satisfied plaintiff will issue to the licensee a non-exclusive, non-transferable license and provide legitimate code enabling access to the copyrighted programs.

51.     The numeric code is intended as a technological measure for the purpose of protecting his proprietary program. To gain access requires knowledge of the 25 digits issued by plaintiff.  It is intended to exclude those who seek to circumvent the code and gain unauthorized access.

52.     The true number of occasions of acts of circumvention is unknown to plaintiff at this time, but according to proof.

53.     As a consequence of defendants' unlawful and unauthorized circumvention of plaintiff's measures, plaintiff has sustained damages as previously set forth herein.

54.     The use of the circumvention device to gain access is an intentional and knowledgeable act by the defendants.  It is therefore willful and subjects defendants jointly and severally liable for the maximum allowed for Statutory Damages per act of circumvention.  This amount is doubled as it applies to Version 1.0 and Version 2.0. Alternatively, Plaintiff is entitled to Actual Damages for profits attributable to the acts of circumvention per 17 U.S.C. § 1203(c)(2), according to proof at time of trial.

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**FIFTH CLAIM FOR RELIEF: Breach of Contract/Breach of Settlement Agreement.**

55.   Plaintiff incorporates by reference paragraphs 1 through 54, inclusive, as if the same were set forth fully herein.

56.   On or about June 15, 2006, plaintiff and defendant MS consummated a Settlement Agreement and Mutual Release (SA&MR)for the purpose of disposing of a claim of copyright infringement accusing MS of infringing plaintiff's copyrighted program, VB.Net to C# Converter.   A copy of said SA&MR is attached hereto as Exhibit "C."   The Agreement provides in part that:

*"2. Microsoft agrees that it shall refrain henceforth, from directly or indirectly, using the subject proprietary software listed above without paying the required fee and obtaining the express written authorization from VBC or its delegate."*

*"3. Microsoft further agrees that it will not permit any other person, including employees, agents, servants and independent contractors with whom it has dealings or entity from using its unauthorized copy or copies of said software without first securing express written permission from VBC and paying the required fee."*

57.     By the acts complained of herein, defendant MS has breached the said Agreement and has failed and neglected to oversee, prevent and preclude the unauthorized access and copying of plaintiff's software committed by the employees so named.  As a consequence, MS has violated the very provisions that constitute the basis of the SA&MR and provide the consideration for disposition of the previous claim.

58.     Plaintiff alleges that by violating the said provisions and committing a material breach, MS owes plaintiff that sum alleged in the SA&MR over and above all other damages for circumvention and infringement.

**WHEREFORE**, plaintiff prays that the Court issue the following:

A.     Defendant be enjoined during the pendency of this action and permanently thereafter from appropriating, using or otherwise benefitting from plaintiff's copyrighted application software identified above without the express written approval of plaintiff or his delegate;

B.     Defendants be ordered to identify, preserve, set aside and retain any and all source code used by them in the in the infringement alleged above pursuant to Federal Rule of Civil Procedure 34, which includes, but is not limited to:(i) all electronically stored information which contains any portion of plaintiff's copyrighted program; (ii) all writings as defined in Federal Rule of Evidence

1001, which refer to or mention in any manner plaintiff's program, except to those items based on privilege.

C.     Pay plaintiff all damages sustained by him as the result of their unlawful acts, with prejudgment interest, as well as account for and pay for all gains and profits they have enjoyed at plaintiff's expense. In particular, Plaintiff demands compensation of at least $300,000.00, or Actual Damages for profits attributable to the infringement, both direct and indirect, according to law.

D.     Such other and further relief as the Court deems just and proper under the circumstances.

E.     Trial by jury.

F.     All costs of litigation, including, but not limited to costs of suit, reasonable attorney fees and interest at legal rates.

G.     Such other and further relief as the Court deems just.

DATED: 3/1/10

DONALD M. GINDY
PROFESSIONAL LAW CORPORATION

BY: _____
DONALD M. GINDY
Attorney for Plaintiff
David A. Crook dba VB Conversions

# EXHIBIT A

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

**Form TX**
For a Nondramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

**TX 6-285-849**

EFFECTIVE DATE OF REGISTRATION

Month **Feb** Day **13** Year **2006**

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DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1**

TITLE OF THIS WORK ▼
VB.Net to C# Converter 1.x

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared.  Title of Collective Work ▼

If published in a periodical or serial give:  Volume ▼   Number ▼   Issue Date ▼   On Pages ▼

**2**

**a** NAME OF AUTHOR ▼
David Crook

DATES OF BIRTH AND DEATH
Year Born ▼  Year Died ▼
1964

Was this contribution to the work a "work made for hire"?
☐ Yes
☑ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶ USA
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous?  ☐ Yes ☑ No
Pseudonymous? ☐ Yes ☑ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼
Converts programs written in the Visual Basic.Net language to C#

**b** NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼  Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous?  ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

**c** NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼  Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous?  ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NOTE
Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

**3**

**a** YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED  This information must be given
2004  ◀ Year in all cases.

**b** DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Complete this information Month ▶ July  Day ▶ 1  Year ▶ 2004
ONLY if this work has been published.  USA  ◀ Nation

**4**

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼
David Crook
11184 Antioch #179
Overland Park, KS 66210

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED
FEB 13 2006
ONE DEPOSIT RECEIVED
FEB 13 2006
TWO DEPOSITS RECEIVED

FUNDS RECEIVED

See instructions before completing this space.

DO NOT WRITE HERE OFFICE USE ONLY

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions.  • Sign the form at line 8.

DO NOT WRITE HERE
Page 1 of ___ pages

# Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

**Form TX**
For a Nondramatic Literary Work

**TX 6-425-720**

TXU

**EFFECTIVE DATE OF REGISTRATION**

JUL 26 2006

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**DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.**

**TITLE OF THIS WORK ▼**
VB.NET to C# CONVERTER, VERSION 2.0

**PREVIOUS OR ALTERNATIVE TITLES ▼**

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared.    **Title of Collective Work ▼**

If published in a periodical or serial give   **Volume ▼**    **Number ▼**    **Issue Date ▼**    **On Pages ▼**

---

**NAME OF AUTHOR ▼**
DAVID CROOK

**DATES OF BIRTH AND DEATH**
Year Born ▼ 1964    Year Died ▼ N/A

Was this contribution to the work a "work made for hire"?
☐ Yes
☑ Yes [No]

**AUTHOR'S NATIONALITY OR DOMICILE**
Name of Country
OR { Citizen of ▶ UNITED STATES
{ Domiciled in ▶

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**
Anonymous?   ☐ Yes ☑ No
Pseudonymous?  ☐ Yes ☑ No
If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼
NEW AND REVISED COMPUTER PROGRAM TEXT

**NAME OF AUTHOR ▼**

**DATES OF BIRTH AND DEATH**
Year Born ▼    Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**
Name of Country
OR { Citizen of ▶
{ Domiciled in ▶

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**
Anonymous?   ☐ Yes ☐ No
Pseudonymous?  ☐ Yes ☐ No

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**NAME OF AUTHOR ▼**

**DATES OF BIRTH AND DEATH**
Year Born ▼    Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**
Name of Country
OR { Citizen of ▶
{ Domiciled in ▶

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**
Anonymous?   ☐ Yes ☐ No
Pseudonymous?  ☐ Yes ☐ No

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**NOTE**
Under the law, the author of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was made for hire check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

---

**YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED** This information must be given in all cases.
2006 ◀ Year

**DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK** Complete this information ONLY if this work has been published.
Month ▶ JULY   Day ▶ 10   Year ▶ 2006
UNITED STATES ◀ Nation

**COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2. ▼
DAVID CROOK
11184 Antioch #179
Overland Park, KS 66210

**APPLICATION RECEIVED**
JUL 26 2006
**ONE DEPOSIT RECEIVED**
JUL 26 2006
**TWO DEPOSITS RECEIVED**
**FUNDS RECEIVED**

DO NOT WRITE HERE / OFFICE USE ONLY

**TRANSFER** If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

See instructions before completing this space.

---

**MORE ON BACK ▶**   Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
See detailed instructions.   Sign the form at line 8.

DO NOT WRITE HERE
Page 1 of ___ pages

# EXHIBIT B

# END USER LICENSE AGREEMENT FOR VBCONVERSIONS SOFTWARE.

**IMPORTANT-READ CAREFULLY:** This VBConversions End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and for the VBConversions software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product also includes any software updates, add-on components, web services and/or supplements that VBConversions may provide to You or make available to You after the date You obtain Your initial copy of the Software Product to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, access or use the Software Product.

## SOFTWARE PRODUCT LICENSE

The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold.

**1. GRANT OF LICENSE.** This Section of the EULA describes Your general rights to install and use the Software Product The license rights described in this Section are subject to all other terms and conditions of this EULA.

**General License Grant to Install and Use Software Product.** You may install and use one copy of the Software Product on a single computer, device, workstation, terminal, or other digital electronic or analog device ("Device"). A license for the Software Product may not be shared. This license may not be transferred to another user or company.

**Reservation of Rights.** All rights not expressly granted are reserved by VBConversions.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

**Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**Trademarks.** This EULA does not grant You any rights in connection with any trademarks or service marks of VBConversions.

**No rental, leasing or conversion services.** You may not rent, lease, lend or provide conversion services to third parties with the Software Product.

**Support Services.** VBConversions may provide You with support services related to the Software Product ("Support Services"). Any supplemental software code provided to You as part of the Support Services are considered part of the Software Product and subject to the terms and conditions of this EULA. You acknowledge and agree that VBConversions may use technical

information You provide to VBConversions as part of the Support Services for its business purposes, including for product support and development. VBConversions will not utilize such technical information in a form that personally identifies You.

**Termination.** Without prejudice to any other rights, VBConversions may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software Product and all of its component parts.

## 3. UPGRADES.

**Standard Software Product.** If the Software Product is labeled as an upgrade, You must be properly licensed to use a product identified by VBConversions as being eligible for the upgrade in order to use the Software Product. A Software Product labeled as an upgrade replaces or supplements (and may disable) the product that formed the basis for Your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Software Product is an upgrade of a component of a package of software programs that You licensed as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one Device.

**4. INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by VBConversions or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants You no rights to use such content. If this Software Product contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software Product.

**5. BACKUP COPY.** After installation of one copy of the Software Product pursuant to this EULA, you may keep the original media on which the Software Product was provided by VBConversions solely for backup or archival purposes. If the original media is required to use the Software Product on the Device, you may make one copy of the Software Product solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software Product or the printed materials accompanying the Software Product.

**6. EXPORT RESTRICTIONS.** You acknowledge that the Software Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments

**7. APPLICABLE LAW.** In any dispute arising out of or relating to this Agreement, it is agreed and acknowledged that the proper venue for resolution shall be either the Superior Court for the

County of Los Angeles or the United States District Court for the Central District of California. This license shall be deemed to have been executed within the State of California, in the United States of America. It shall be construed and enforced in accordance with and governed by the laws of the State of California without regard to conflicts of laws principles thereof. The parties hereto expressly agree to be subject to the personal jurisdiction of the above mentioned courts. The application of UCITA and United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

## 8. LIMITED WARRANTY

LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE US AND CANADA. VBConversions warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by VBConversions, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software Product does not meet VBConversions' Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 10 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

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**9. DISCLAIMER OF WARRANTIES.** THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VBCONVERSIONS AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) *AS IS AND WITH ALL FAULTS*, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

**10. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VBCONVERSIONS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF VBCONVERSIONS OR ANY SUPPLIER, AND EVEN IF VBCONVERSIONS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF VBCONVERSIONS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS

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**12. REGISTRATION / USAGE INFORMATION.** When you use this software, and also when you register or uninstall this software, the following information about our software and your computer is recorded into the VBConversions and/or our 3rd party User Registration Tracking Company Database: Product Name, Version, Registration Key, Computer Name, Computers Internal IP address, Username logged onto Computer, Operating System's Registered Owner, Operating System's Registered Organization, Name, Organization Name, Email Address (as entered on the registration screen), total number of lines converted, installation date, and Outlook profile email addresses. Additionally, your organization's public IP address and hostname is recorded by VBConversions and/or the 3rd party Tracking database in California. The above information may also be posted to VBConversions and/or our 3rd party user registration database in California on a regular periodic basis in order to update our registered user usage records.   After every project conversion, the project name, number of lines of original and converted code, CLR version number, number of lines with compiler errors, number of compiles, conversion time, and assembly info (title, description, company, product, copyright, trademark),  may also be recorded by VBConversions and/or our 3rd party User Registration tracking company in California.

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**13. COPYRIGHT INFRINGEMENT**: You agree not to infringe on VBConversions copyright of this software. Copyright violation could be in the form of a) violating license counts, which you have purchased or b) using illegally generated registration keys to unlock the software,

without purchasing a valid license(s). You agree to only use Registration keys generated online from our VBConversions website, or only use registration keys emailed to you by VBConversions or our third party order processing Company. You agree that any attempt to register this software, or unlock the software permanently, by using an illegal or fraudulent registration key makes this software copy an illegal and unauthorized copy, and violates VBConversions copyright of this software.  In the event that you violate the copyright, you acknowledge and agree you are liable for actual damages, statutory damages, reasonable attorney fees, lost profits, diminution of value of the software, lost license fees, any or all of the aforementioned, including, but not limited to all other costs and expenses incurred by VB Conversions for the loss according to law. (17 U.S.C. §504, §505).  User acknowledges and agrees that in the event of a breach of this Agreement by use of illegally generated keys to unlock the software, the value of the resulting conversion shall be fixed at One($1.00) Dollar per line of code converted from Visual Basic.Net to C#.

**14. ENFORCING RIGHTS.**  The failure of VB Conversions to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect.

 **15. ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and VBConversions relating to the Software Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any VBConversions policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

# EXHIBIT C

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

### PARTIES

This Settlement Agreement and Mutual Release of Claims is made and entered into as of the 1ˢᵗ day of June, 2006, by and between VB Conversions of Overland Park, Kansas (hereinafter "VBC") and Microsoft Corporation of One Microsoft Way, Redmond, WA 98052-6399 (hereinafter "Microsoft") with reference to the following:

### RECITALS

A. VBC has created certain proprietary software entitled "VB.NET to C# Converter" and the same is registered with the Register of Copyright under registration number TX 6-285-849;

B. It is alleged Microsoft gained unauthorized access to the copyrighted software;

C. A software tracking device used by VBC detected unauthorized access on March 15, 2006;

D. It is further alleged that by gaining unauthorized access Microsoft infringed upon the rights of the copyright holder;

E. VBC contends it is entitled to damages and other relief incidental to its causes of action;

F. Microsoft denies all of the allegations stated above;

G. It is the intention of the parties hereto to settle and dispose of, fully and completely, any and all claims, counterclaims, cross-complaints, demands and causes of action arising out of, connected with or incidental to the alleged actions of Microsoft hereto.

**CONSIDERATION AND RELEASE:**    In consideration of the releases contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties, promise, agree and release as follows:

1.   VBC hereby acknowledges receipt of the sum of _____ ; as valuable consideration for release of all claims and agrees that said payment shall be made via wire transfer to:

| | |
|---|---|
| Name of Bank | :FIRST BANK |
| Address of Bank | :BEVERLY HILLS BRANCH |
| | 9145 WILSHIRE BLVD. |
| | BEVERLY HILLS, CA  90210-5556 |
| Bank Account No. | : |
| Bank Routing No. | : |
| Name on Bank Account | :DONALD M. GINDY, CLIENT TRUST ACCOUNT |

2.   Microsoft agrees that it shall refrain henceforth, from directly or indirectly, using the subject proprietary software listed above without paying the required fee and obtaining the express written authorization from VBC or its delegate.

3.   Microsoft further agrees that it will not permit any other person, including employees, agents, servants and independent contractors with whom it has dealings, or entity from using its unauthorized copy or copies of said software without first securing express written permission from VBC and paying the required fee.

4.   Microsoft further agrees to immediately destroy, delete and remove any and all copies of the unauthorized copies of the proprietary software mentioned in the Recitals of which you have possession, access or care, custody and control.

5.   The parties agree to bear their own costs, including, but not limited to: filing fees, attorney fees, court costs of whatever kind or nature, investigation costs, expert witness fees and all other costs incurred thus far in the preparation, prosecution or defense of the within claims.

6.   The parties understand and agree that the settlement set forth herein is a compromise of a disputed claim and that the disposition is not to be construed either as an inability to prove the allegations in the Recital

2
SETTLEMENT AGREE. & MUTUAL RELEASE OF CLAIMS

above or an admission of liability on the part of any person or entity being released hereby.

7.   The parties release and discharge the other and their predecessors, successors, heirs, assigns, affiliated companies, officers, directors, employees, representatives, attorneys, investigators, servants and agents, from all claims, counterclaims, cause or causes of action, demands, damages or costs, whether known or unknown, theretofore or hereafter arising out of, connected with the incident mentioned above.

8.   Except as to the rights created by this Agreement, the parties specifically waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California, which reads as follows:

> "A general release does not extent to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Notwithstanding the provisions of Section 1542 and for the purpose of implementing a full and complete release, the parties hereto expressly acknowledge that this Agreement is intended to include all claims which the parties do not know or suspect to exist in their favor at the time of the execution of this Agreement, and that this Agreement will extinguish any such claims. This Agreement does not waive or release any rights or claims, which arise after the date of execution of this Agreement.

9.   FURTHER ASSURANCES, REPRESENTATIONS AND WARRANTIES:  Each of the parties to this Agreement represents, warrants and agrees as follows:

9.1   No party (nor any officer, agent, employee, representative or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation or promise of any other party (or of

3

any officer, agent, employee, representative or attorney for the other party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

9.2 Each party to this agreement has made such investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as it deems necessary.

9.3 Each party has not previously assigned, transferred, or granted or purported to assign, transfer or grant any of the claims, demands an causes or causes of action disposed of by this Agreement.

9.4 Each term of this Agreement is contractual and not merely a recital.

9.5 Each party is aware that it/he/she may hereafter discover claims or facts in addition to or different from those now known or believed to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties to fully, finally and forever settle and release all such matters, known or unknown, suspected or unsuspected, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between them. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

10. TIME TO CONSIDER AGREEMENT: Both parties acknowledge that they have had sufficient time to consider the terms of this Agreement. They enter into this Agreement freely and voluntarily. The parties have consulted with an attorney before signing this Agreement regarding the advisability of entering into this Agreement, the meaning of California Civil Code Section 1542, and all other matters pertinent to this Agreement.

4 _____

11.   MISCELLANEOUS:

11.1  This Agreement shall be deemed to have been executed and delivered within the State of California, in the United States, in the Central District of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The proper venue for any dispute is Los Angeles.

11.2  This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended or modified only by a written agreement signed by all parties.

11.3  This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, assigns, parent companies, subsidiaries, heirs and successors in interest.

11.4  Each party has cooperated in the drafting and preparation of this Agreement. In the event that a provision of this Agreement is to be construed, neither side shall be designated as drafter hereof.

11.5  The parties agree that the terms of this Agreement shall remain confidential and shall not be disclosed, directly or indirectly, by either party at any time; provided, however, either party may disclose, in confidence, on a need-to-know basis, the terms to its attorneys, accountants, financial institutions, directors, officers, employees, insurers, and as otherwise required by law.

11.6 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. A faxed copy of this Agreement may be deemed an original.

Dated: 6/15/2006

MICROSOFT CORPORATION

By: _____
[Signature]

William Parkhurst
[Print Name]

Product Unit Manager
[Print Title]

Dated: 6/10/2006

VB CONVERSIONS

By: _____
[Signature]

DAVID CROOK
[Print Name]

Owner
[Print Title]

6 _____
SETTLEMENT AGREE. & MUTUAL RELEASE OF CLAIMS

# EXHIBIT D

## VB Conversion

## Proof of illegal usage

| | |
|---|---|
| **Computer Name** | LEOHONG |

---------------------------------------------------------------------

| | |
|---|---|
| **Server date** | 2007-05-31 21:38:21.0 EDT |
| **Installed (user date)** | 2007-6-1 9:37 |
| **Program** | VB.Net to C# Converter |
| **Program Version** | 2.10 |
| **Key** | A7621-J22H2-64951-E789G-WPH22 |
| **Public IP** | 131.107.0.105 |
| **Host** | tide535.microsoft.com |
| **Private IP** | 172.25.246.22 |
| **Username** | Administrator |
| **Domain** | LEOHONG |
| **Owner** | Leo Hong |
| **Organization** | Microsoft |

| Server date | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 2007-05-31T21:40:26.763-04:00 | HttpModule.Authentication.vbproj | 142 | 166 |
| 2007-05-31T21:51:26.77-04:00 | CountryListBox.vbproj | 466 | 575 |
| 2007-05-31T22:34:15.56-04:00 | DotNetNuke.WebUtility.vbproj | 1872 | 2279 |

----------------------------------------------------------------

**Microsoft2009-2**

# EXHIBIT E

# ARIN WHOIS Database Search

Relevant Links: ARIN Home Page  ARIN Site Map Training: *Querying ARIN's WHOIS*

Search ARIN WHOIS for: 131.107.0.104

| Submit Query |

```
OrgName:     Microsoft Corp
OrgID:       MSFT
Address:     One Microsoft Way
City:        Redmond
StateProv:   WA
PostalCode:  98052
Country:     US

NetRange:    131.107.0.0 - 131.107.255.255
CIDR:        131.107.0.0/16
NetName:     MICROSOFT
NetHandle:   NET-131-107-0-0-1
Parent:      NET-131-0-0-0-0
NetType:     Direct Assignment
NameServer:  NS1.MSFT.NET
NameServer:  NS5.MSFT.NET
NameServer:  NS2.MSFT.NET
NameServer:  NS3.MSFT.NET
NameServer:  NS4.MSFT.NET
Comment:
RegDate:     1988-11-11
Updated:     2004-12-09

RTechHandle: ZM39-ARIN
```

```
RTechName:      Microsoft
RTechPhone:     +1-425-882-8080
RTechEmail:     noc@microsoft.com

OrgAbuseHandle: ABUSE231-ARIN
OrgAbuseName:   Abuse
OrgAbusePhone:  +1-425-882-8080
OrgAbuseEmail:  abuse@hotmail.com

OrgAbuseHandle: HOTMA-ARIN
OrgAbuseName:   Hotmail Abuse
OrgAbusePhone:  +1-425-882-8080
OrgAbuseEmail:  abuse@hotmail.com

OrgAbuseHandle: MSNAB-ARIN
OrgAbuseName:   MSN ABUSE
OrgAbusePhone:  +1-425-882-8080
OrgAbuseEmail:  abuse@msn.com

OrgNOCHandle:   ZM23-ARIN
OrgNOCName:     Microsoft Corporation
OrgNOCPhone:    +1-425-882-8080
OrgNOCEmail:    noc@microsoft.com

OrgTechHandle:  MSFTP-ARIN
OrgTechName:    MSFT-POC
OrgTechPhone:   +1-425-882-8080
OrgTechEmail:   iprrms@microsoft.com

# ARIN WHOIS database, last updated 2009-10-04 20:00
# Enter ? for additional hints on searching ARIN's WHOIS database.
```

Other WHOIS Servers: AfriNIC APNIC LACNIC RIPE InterNIC

Request Bulk Copies of ARIN WHOIS Data

Copyright © 1997-2007 American Registry for Internet Numbers. All Rights Reserved.

# EXHIBIT F

## Proof of illegal registration

| Computer Name | V-JAGK9 |
|---|---|

---

| Server date | 2008-05-05 08:49:03.0 EDT |
|---|---|
| Installed (user date) | 5/5/2008 5:51 PM |
| Program | VB.Net to C# Converter |
| Program Version | 2.17 |
| Key | A7621-J22H2-64951-E789G-WPH22 |
| Public IP | 207.46.55.31 |
| Private IP | 65.52.116.55 |
| Username | b-avinse |
| Domain | FAREAST |
| Owner | admin |
| Organization | MSIT |

---

Microsoft2009-9

## VB Conversion

## Proof of illegal usage

**Computer Name**          V-JAGK9

---

**Server date**            2008-05-05 08:49:20 EDT
**Installed (user date)**  05/05/2008 17:51:00 PM
**Program**                VB.Net to C# Converter
**Program Version**        2.17
**Key**                    A7621-J22H2-64951-E789G-WPH22
**Public IP**              207.46.55.28
**Private IP**             65.52.116.55
**Username**               b-avinse
**Domain**                 FAREAST
**Owner**                  admin
**Organization**           MSIT

| Userdate | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 05/05/08 06:20 PM | RS232.vbproj | 1845 | 2201 |

---

## Microsoft2009-7

# EXHIBIT G

# ARIN WHOIS Database Search

Relevant Links: <u>ARIN Home Page</u> <u>ARIN Site Map</u> Training: *Querying ARIN's WHOIS*

Search ARIN WHOIS for: 207.46.55.31

| > | Submit Query |

```
OrgName:    Microsoft Corp
OrgID:      MSFT
Address:    One Microsoft Way
City:       Redmond
StateProv:  WA
PostalCode: 98052
Country:    US

NetRange:   207.46.0.0 - 207.46.255.255
CIDR:       207.46.0.0/16
NetName:    MICROSOFT-GLOBAL-NET
NetHandle:  NET-207-46-0-0-1
Parent:     NET-207-0-0-0-0
NetType:    Direct Assignment
NameServer: NS1.MSFT.NET
NameServer: NS5.MSFT.NET
NameServer: NS2.MSFT.NET
NameServer: NS3.MSFT.NET
NameServer: NS4.MSFT.NET
Comment:
RegDate:    1997-03-31
Updated:    2004-12-09

RTechHandle: ZM39-ARIN
```

```
RTechName:     Microsoft
RTechPhone:    +1-425-882-8080
RTechEmail:    noc@microsoft.com

OrgAbuseHandle: ABUSE231-ARIN
OrgAbuseName:   Abuse
OrgAbusePhone:  +1-425-882-8080
OrgAbuseEmail:  abuse@msn.com

OrgAbuseHandle: HOTMA-ARIN
OrgAbuseName:   Hotmail Abuse
OrgAbusePhone:  +1-425-882-8080
OrgAbuseEmail:  abuse@hotmail.com

OrgAbuseHandle: MSNAB-ARIN
OrgAbuseName:   MSN ABUSE
OrgAbusePhone:  +1-425-882-8080
OrgAbuseEmail:  abuse@msn.com

OrgNOCHandle: ZM23-ARIN
OrgNOCName:   Microsoft Corporation
OrgNOCPhone:  +1-425-882-8080
OrgNOCEmail:  noc@microsoft.com

OrgTechHandle: MSFTP-ARIN
OrgTechName:   MSFT-POC
OrgTechPhone:  +1-425-882-8080
OrgTechEmail:  iprrms@microsoft.com

# ARIN WHOIS database, last updated 2009-10-20 20:00
# Enter ? for additional hints on searching ARIN's WHOIS database.
```

Other WHOIS Servers: AfriNIC APNIC LACNIC RIPE InterNIC

Request Bulk Copies of ARIN WHOIS Data

# EXHIBIT H

## VB Conversion

## Proof of illegal registration

| | |
|---|---|
| **Computer Name** | CYCLONEZ |

---

| | |
|---|---|
| **Server date** | 2008-05-23 14:42:19.0 EDT |
| **Installed (user date)** | 5/23/2008 11:41 AM |
| **Program** | VB.Net to C# Converter |
| **Program Version** | 2.16 |
| **Key** | 71""""-""$""-"""""_"""""-""""" |
| **Public IP** | 131.107.0.73 |
| **Host** | tide503.microsoft.com |
| **Private IP** | 172.27.146.164 |
| **Username** | lucask |
| **Domain** | REDMOND |
| **Owner** | Lucas |
| **Organization** | MSIT |

---

## Microsoft2009-4

## VB Conversion

## Proof of illegal usage

| | |
|---|---|
| **Computer Name** | CYCLONEZ |

---

| | |
|---|---|
| **Server date** | 2008-05-23 17:39:09.0 EDT |
| **Installed (user date)** | 5/23/2008 11:41 AM |
| **Program** | VB.Net to C# Converter |
| **Program Version** | 2.16 |
| **Key** | 71""''-""$""-""""""-""""""-"""""" |
| **Public IP** | 131.107.0.73 |
| **Host** | tide503.microsoft.com |
| **Private IP** | 172.27.146.164 |
| **Username** | lucask |
| **Domain** | REDMOND |
| **Owner** | Lucas |
| **Organization** | MSIT |

| Userdate | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 05/23/08 02:39 PM | EBS1.1.vbproj | 5885 | 7399 |
| 05/23/08 02:45 PM | EBS1.1.vbproj | 5885 | 7399 |

---

## Microsoft2009-4

# EXHIBIT I

## VB Conversion

## Proof of illegal usage

**Computer Name**              MS-HNY

-------------------------------------------------------------

**Server date**            2008-11-20 19:26:27.0 EST
**Installed (user date)**            11/20/2008 4:25 PM
**Program**                VB.Net to C# Converter
**Program Version**            2.21
**Key**                5CQHS-RZPHS-CBNCV-JUGVS-X9KGG
**Public IP**            131.107.0.69
**Private IP**            10.80.4.238
**Username**            v-terhe
**Domain**            FAREAST
**Owner**            Ningyu He
**Organization**            MS

| Userdate | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 11/20/08 04:42 PM | WebApplication1.vbproj | 2249 | 3484 |
| 11/20/08 04:59 PM | WebApplication1.vbproj | 2249 | 3484 |

-------------------------------------------------------------

## Microsoft2009-3

# EXHIBIT J

## VB Conversion

## Proof of illegal usage

| Computer Name | TONYZHANG |
|---|---|

------------------------------------------------------------

| | |
|---|---|
| Server date | 2009-03-10 04:52:49 |
| Installed (user date) | 2009-03-10 16:24:00 |
| Program | VB.Net to C# Converter |
| Program Version | 2.24 |
| Key | P14AF6YB46091C599C694H088 |
| Public IP | 207.46.92.19 |
| Private IP | 172.18.1.88 |
| Username | v-tonz |
| Domain | FAREAST |
| Owner | Windows User |

| Userdate | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 03/10/09 04:35 PM | GenericMonitor.vbproj | 583 | 680 |
| 03/10/09 04:35 PM | FileMonitor.vbproj | 293 | 373 |
| 03/10/09 04:36 PM | PingMonitor.vbproj | 180 | 226 |
| 03/10/09 04:36 PM | URLMonitor.vbproj | 344 | 453 |
| 03/10/09 04:36 PM | ServiceMonitor.vbproj | 134 | 182 |
| 03/10/09 04:37 PM | PerfMonitor.vbproj | 189 | 242 |
| 03/10/09 04:37 PM | SNMPMonitor.vbproj | 545 | 723 |
| 03/10/09 04:39 PM | PolyMon.vbproj | 4284 | 5043 |
| 03/10/09 04:40 PM | PolyMonExecutive.vbproj | 661 | 845 |
| 03/10/09 04:43 PM | PolyMonManager.vbproj | 16667 | 18466 |
| 03/10/09 04:44 PM | SQLMonitor.vbproj | 319 | 324 |
| 03/10/09 04:44 PM | GenericXMLEditor.vbproj | 377 | 408 |
| 03/10/09 04:44 PM | GenericMonitorEditor.vbproj | 221 | 239 |
| 03/10/09 04:44 PM | PingMonitorEditor.vbproj | 514 | 547 |
| 03/10/09 04:48 PM | ServiceMonitorEditor.vbproj | 380 | 409 |
| 03/10/09 04:48 PM | URLMonitorEditor.vbproj | 613 | 679 |
| 03/10/09 04:48 PM | FileMonitorEditor.vbproj | 652 | 720 |
| 03/10/09 04:48 PM | SNMPMonitorEditor.vbproj | 773 | 842 |
| 03/10/09 04:49 PM | PerfMonitorEditor.vbproj | 978 | 1108 |
| 03/10/09 04:49 PM | TCPPortMonitor.vbproj | 312 | 336 |
| 03/10/09 04:49 PM | TCPPortMonitorEditor.vbproj | 391 | 418 |
| 03/10/09 04:49 PM | URLXMLMonitor.vbproj | 339 | 439 |
| 03/10/09 04:49 PM | URLXMLMonitorEditor.vbproj | 541 | 658 |
| 03/10/09 04:50 PM | WMIMonitor.vbproj | 517 | 622 |
| 03/10/09 04:50 PM | WMIMonitorEditor.vbproj | 1729 | 1999 |
| 03/10/09 04:51 PM | PolyMonNotifier.vbproj | 666 | 677 |

| 03/10/09 04:51 PM | PowerShellMonitor.vbproj | 335 | 366 |
| 03/10/09 04:51 PM | PowerShellMonitorEditor.vbproj | 301 | 324 |
| 03/10/09 04:52 PM | DiskMonitor.vbproj | 387 | 437 |
| 03/10/09 04:52 PM | DiskMonitorEditor.vbproj | 575 | 618 |
| 03/10/09 04:52 PM | CPUMonitorEditor.vbproj | 570 | 644 |
| 03/10/09 04:52 PM | CPUMonitor.vbproj | 391 | 442 |

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**Microsoft2009-8**

# EXHIBIT K

## VB Conversion

## Proof of illegal usage

| Computer Name | YUGUANTP |
|---|---|

------------------------------------------------------------

| | |
|---|---|
| **Server date** | 2009-03-17 05:41:34 EDT |
| **Installed (user date)** | 2009-03-17 17:38:00 EDT |
| **Program** | VB.Net to C# Converter |
| **Program Version** | 2.24 |
| **Key** | 04"-""("''_""''''''_''''''''_'''''''''' |
| **Registration Name** | GY |
| **Registration Email** | 1@2.com |
| **Public IP** | 207.46.92.19 |
| **Private IP** | 172.23.169.138 |
| **Username** | Administrator |
| **Domain** | yuguanTP |
| **Owner** | GuanYu |
| **Organization** | Microsoft |

| Server date | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 03/17/09 05:41 AM | CustomFeedAggregator.vbproj | 787 | 1012 |

------------------------------------------------------------

## Microsoft2009-10

EXHIBIT L

## VB Conversion

## Proof of illegal registration

| | |
|---|---|
| **Computer Name** | BENJYSERVER |

------------------------------------------------------------

| | |
|---|---|
| **Server date** | 2009-06-18 22:47:30.0 EDT |
| **Installed (user date)** | 6/19/2009 10:45 AM |
| **Program** | VB.Net to C# Converter |
| **Program Version** | 2.24 |
| **Key** | 21"""-"")""-"""""-"""""-""""" |
| **Public IP** | 131.107.0.104 |
| **Host** | tide534.microsoft.com |
| **Private IP** | 157.60.53.61 |
| **Username** | benjamh |
| **Domain** | FAREAST |
| **Owner** | Benjamin Huang |
| **Organization** | MS |

------------------------------------------------------------

## Microsoft2009-1

## VB Conversion

## Proof of illegal usage

| Computer Name | BENJYSERVER |
|---|---|

---------------------------------------------------------------------------

| | |
|---|---|
| Server date | 2009-06-18 22:51:47.0 EDT |
| Installed (user date) | 6/19/2009 10:45 AM |
| Program | VB.Net to C# Converter |
| Program Version | 2.24 |
| Key | 21""""-"""')""'_"""""-"""""-""""" |
| Public IP | 131.107.0.104 |
| Host | tide534.microsoft.com |
| Private IP | 157.60.53.61 |
| Username | benjamh |
| Domain | FAREAST |
| Owner | Benjamin Huang |
| Organization | MS |

| Userdate | VB_Project_Name | VB_Lines | CShar |
|---|---|---|---|
| 06/19/09 10:51 AM | Maui.TestLog.WhidbeyDogfood.vbproj | 3906 | 4494 |
| 06/19/09 10:51 AM | Maui.ActiveSync.WhidbeyDogfood.vbproj | 1541 | 1815 |
| 06/19/09 10:54 AM | Maui.DeviceEmulator.WhidbeyDogfood.vbproj | 4623 | 5356 |
| 06/19/09 11:37 AM | MauiServer.vbproj | 102 | 133 |
| 06/19/09 11:59 AM | Maui.ActiveSync.WhidbeyDogfood.vbproj | 1541 | 1815 |
| 06/19/09 12:01 PM | Maui.DeviceEmulator.WhidbeyDogfood.vbproj | 4623 | 5351 |
| 06/19/09 12:04 PM | Maui.Stepping.WhidbeyDogfood.vbproj | 921 | 1064 |
| 06/19/09 12:06 PM | Maui.Stepping.vbproj | 921 | 1065 |
| 06/19/09 12:11 PM | IntlStringsSample.vbproj | 228 | 253 |
| 06/19/09 12:12 PM | RemotingTest.vbproj | 256 | 295 |
| 06/19/09 12:12 PM | TestIEBrowser.vbproj | 165 | 192 |
| 06/19/09 12:13 PM | MenuSample.vbproj | 189 | 205 |
| 06/19/09 12:16 PM | EditorSample.vbproj | 263 | 283 |
| 06/19/09 12:18 PM | ProjectsSample.vbproj | 147 | 165 |
| 06/19/09 01:14 PM | BaseSuite.WhidbeyDogfood.vbproj | 838 | 960 |
| 06/19/09 01:14 PM | HtmlControlsSuite.WhidbeyDogfood.vbproj | 436 | 496 |
| 06/19/09 01:15 PM | MfcAppSuite.WhidbeyDogfood.vbproj | 814 | 948 |
| 06/19/09 01:15 PM | WinformAppSuite.WhidbeyDogfood.vbproj | 1261 | 1461 |
| 06/19/09 01:15 PM | WinformTestApp.WhidbeyDogfood.vbproj | 577 | 626 |
| 06/19/09 01:16 PM | EditorSuite.WhidbeyDogfood.vbproj | 271 | 301 |
| 06/19/09 01:17 PM | LanguageSuite.WhidbeyDogfood.vbproj | 313 | 376 |

| | | | |
|---|---|---|---|
| 06/19/09 01:17 PM | ProjectSuite.WhidbeyDogfood.vbproj | 226 | 250 |
| 06/19/09 01:18 PM | SccSuite.WhidbeyDogfood.vbproj | 220 | 253 |
| 06/19/09 01:19 PM | ToolsOptionsSuite.WhidbeyDogfood.vbproj | 224 | 255 |
| 06/19/09 01:20 PM | DebuggerCheckInSuite.WhidbeyDogfood.vbproj | 332 | 380 |
| 06/19/09 01:21 PM | Maui.VisualStudio.Whidbey.Deployment.Suites.WhidbeyDogfood.vbproj | 237 | 307 |
| 06/19/09 01:21 PM | WebFormsDesignerSuite.WhidbeyDogfood.vbproj | 417 | 479 |
| 06/19/09 01:23 PM | WinFormsSuites.WhidbeyDogfood.vbproj | 913 | 1062 |
| 06/19/09 01:23 PM | WhidbeySuite.WhidbeyDogfood.vbproj | 158 | 178 |
| 06/19/09 01:23 PM | VTSampleScripts.WhidbeyDogfood.vbproj | 341 | 398 |

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**Microsoft2009-1**

## VB Conversion

## Proof of illegal usage

| Computer Name | BENJYSERVER |
|---|---|

-------------------------------------------------------

| | |
|---|---|
| Server date | 2009-06-18 22:57:45.0 EDT |
| Installed (user date) | 6/19/2009 10:45 AM |
| Program | VB.Net to C# Converter |
| Program Version | 2.24 |
| Key | 21""""-"")""-"""""-"""""-"""""" |
| Public IP | 131.107.0.105 |
| Host | tide535.microsoft.com |
| Private IP | 157.60.53.61 |
| Username | benjamh |
| Domain | FAREAST |
| Owner | Benjamin Huang |
| Organization | MS |

| Userdate | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 06/19/09 10:57 AM | Maui.DexploreArchiveManager.vbproj | 786 | 929 |
| 06/19/09 10:58 AM | Maui.HeadTrax.WhidbeyDogfood.vbproj | 15356 | 18398 |
| 06/19/09 10:58 AM | Maui.InternetExplorer.WhidbeyDogfood.vbproj | 4210 | 4971 |
| 06/19/09 10:59 AM | Maui.VisualStudio.WhidbeyDogfood.vbproj | 2390 | 2686 |
| 06/19/09 10:59 AM | Maui.Windows.WhidbeyDogfood.vbproj | 2573 | 3000 |
| 06/19/09 11:03 AM | Maui.Core.WhidbeyDogfood.vbproj | 90560 | 106035 |

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**Microsoft2009-2**

## VB Conversion

## Proof of illegal usage

**Computer Name**                    BENJYSERVER

---------------------------------------------------------------

**Server date**              2009-06-19 00:42:45.12 EDT
**Installed (user date)**           6/19/2009 10:45 AM
**Program**                  VB.Net to C# Converter
**Program Version**              2.24
**Key**                      21""""-"")""-""""""_""""""_""""""
**Public IP**                131.107.0.103
**Private IP**               157.60.53.61
**Username**                 benjamh
**Domain**                   FAREAST
**Owner**                    Benjamin Huang
**Organization**             MS

| Userdate | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 06/19/09 12:42 PM | Maui.VTShim.vbproj | 11912 | 14855 |

----------------------------------------------

## Microsoft2009-5

## VB Conversion

## Proof of illegal usage

| | |
|---|---|
| **Computer Name** | BENJYSERVER |

| | |
|---|---|
| **Server date** | 2009-06-19 13:29:18.0 EDT |
| **Installed (user date)** | 6/19/2009 10:45 AM |
| **Program** | VB.Net to C# Converter |
| **Program Version** | 2.24 |
| **Key** | 21""""-"")""-""""""-""""""-"""""" |
| **Public IP** | 131.107.0.73 |
| **Host** | tide503.microsoft.com |
| **Private IP** | 157.60.53.61 |
| **Username** | benjamh |
| **Domain** | FAREAST |
| **Owner** | Benjamin Huang |
| **Organization** | MS |

| Userdate | VB_Project_Name | VB_Lines | CSharp_Line s |
|---|---|---|---|
| 06/19/09 11:56 AM | MauiServer.WhidbeyDogfood.vbproj | 102 | 133 |
| 06/19/09 01:25 PM | VsCoreWhidbeyTestcaseBase.WhidbeyDogfood.vbproj | 2807 | 3188 |
| 06/19/09 01:26 PM | Maui.VTShim.WhidbeyDogfood.vbproj | 11912 | 14854 |
| 06/19/09 01:29 PM | DataSample.vbproj | 213 | 249 |

## Microsoft2009-4

# VB Conversion

## Proof of illegal usage

| | |
|---|---|
| **Computer Name** | BENJYSERVER |

------------------------------------------------------------

| | |
|---|---|
| **Server date** | 2009-06-19 00:39:32.65 EDT |
| **Installed (user date)** | 6/19/2009 10:45 AM |
| **Program** | VB.Net to C# Converter |
| **Program Version** | 2.24 |
| **Key** | 21""""-"")""_"""""_""""""_"""""" |
| **Public IP** | 131.107.0.72 |
| **Private IP** | 157.60.53.61 |
| **Username** | benjamh |
| **Domain** | FAREAST |
| **Owner** | Benjamin Huang |
| **Organization** | MS |

| Userdate | VB_Project_Name | VB_Lines | CSharp_Lines |
|---|---|---|---|
| 06/19/09 12:22 PM | SccSamples.vbproj | 115 | 147 |
| 06/19/09 12:24 PM | ProjectsSample.vbproj | 158 | 180 |
| 06/19/09 12:26 PM | ExpressSkuSupport.vbproj | 85 | 114 |
| 06/19/09 12:26 PM | AddinSample.vbproj | 230 | 257 |
| 06/19/09 12:26 PM | EditorSample.vbproj | 331 | 352 |
| 06/19/09 12:26 PM | ClassViewSample.vbproj | 232 | 259 |
| 06/19/09 12:27 PM | FindAndReplaceSample.vbproj | 224 | 249 |
| 06/19/09 12:27 PM | ObjectBrowserSample.vbproj | 228 | 252 |
| 06/19/09 12:27 PM | ToolWindowSample.vbproj | 306 | 334 |
| 06/19/09 12:27 PM | VSMenu.vbproj | 77 | 106 |
| 06/19/09 12:27 PM | ProfilesSample.vbproj | 33 | 44 |
| 06/19/09 12:27 PM | ProjectsSample.vbproj | 179 | 197 |
| 06/19/09 12:28 PM | SccSamples.vbproj | 268 | 320 |
| 06/19/09 12:29 PM | DataSample.vbproj | 213 | 249 |
| 06/19/09 12:29 PM | ClickOnce Sample.vbproj | 253 | 303 |
| 06/19/09 12:30 PM | WebFormsSample.vbproj | 162 | 180 |
| 06/19/09 12:30 PM | WinFormsSample.vbproj | 134 | 153 |
| 06/19/09 12:30 PM | WordPadSample.vbproj | 1795 | 2150 |
| 06/19/09 12:31 PM | BaseSuite.vbproj | 838 | 960 |
| 06/19/09 12:31 PM | HtmlControlsSuite.vbproj | 436 | 496 |
| 06/19/09 12:31 PM | MfcAppSuite.vbproj | 814 | 948 |
| 06/19/09 12:32 PM | WinformAppSuite.vbproj | 1261 | 1461 |
| 06/19/09 12:32 PM | WinformTestApp.vbproj | 577 | 627 |
| 06/19/09 12:32 PM | EverettSuite.vbproj | 121 | 135 |

| | | | |
|---|---|---|---|
| 06/19/09 12:32 PM | EditorSuiteEve.vbproj | 268 | 298 |
| 06/19/09 12:32 PM | LanguageSuiteEve.vbproj | 286 | 349 |
| 06/19/09 12:32 PM | ProjectSuiteEve.vbproj | 181 | 198 |
| 06/19/09 12:32 PM | SccSuiteEve.vbproj | 197 | 224 |
| 06/19/09 12:32 PM | ToolsOptionsSuiteEve.vbproj | 218 | 249 |
| 06/19/09 12:32 PM | EditorSuite.vbproj | 271 | 301 |
| 06/19/09 12:33 PM | LanguageSuite.vbproj | 313 | 376 |
| 06/19/09 12:34 PM | ProjectSuite.vbproj | 226 | 250 |
| 06/19/09 12:34 PM | SccSuite.vbproj | 220 | 253 |
| 06/19/09 12:35 PM | ToolsOptionsSuite.vbproj | 224 | 255 |
| 06/19/09 12:35 PM | DebuggerCheckInSuite.vbproj | 332 | 380 |
| 06/19/09 12:36 PM | Maui.VisualStudio.Whidbey.Deployment.Suites.vbproj | 237 | 301 |
| 06/19/09 12:36 PM | WebFormsDesignerSuite.vbproj | 417 | 479 |
| 06/19/09 12:37 PM | WinFormsSuites.vbproj | 913 | 1062 |
| 06/19/09 12:38 PM | WhidbeySuite.vbproj | 158 | 178 |
| 06/19/09 12:38 PM | MDLogSuiteEve.vbproj | 550 | 633 |
| 06/19/09 12:38 PM | VTSampleScripts.vbproj | 341 | 398 |
| 06/19/09 12:39 PM | VsCoreWhidbeyTestcaseBase.vbproj | 2807 | 3188 |

**Microsoft2009-6**

# UNITED STATES DISTRICT COURT
# CENTRAL DISTRICT OF CALIFORNIA

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge S. James Otero and the assigned discovery Magistrate Judge is Ralph Zarefsky.

The case number on all documents filed with the Court should read as follows:

## CV10- 1624 SJO (RZx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

======================================================================

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

| | | |
|---|---|---|
| [X] **Western Division**<br>312 N. Spring St., Rm. G-8<br>Los Angeles, CA 90012 | [ ] **Southern Division**<br>411 West Fourth St., Rm. 1-053<br>Santa Ana, CA 92701-4516 | [ ] **Eastern Division**<br>3470 Twelfth St., Rm. 134<br>Riverside, CA 92501 |

Failure to file at the proper location will result in your documents being returned to you.

---

CV-18 (03/06)         NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

DONALD M. GINDY
A PROFESSIONAL LAW CORPORATION
1880 CENTURY PARK EAST, SUITE 615
LOS ANGELES, CA 90067
Don@gindylaw.com
Telephone: 310-772-0585 Fax: 310-772-0018

## UNITED STATES DISTRICT COURT
## CENTRAL DISTRICT OF CALIFORNIA

| | |
|---|---|
| David A. Crook doing business as VB Conversions, a sole proprietorship,<br><br>PLAINTIFF(S)<br>v.<br>Microsoft Corporation, a Delaware Corp.; Benjamin Huang, an individual; Tony Zhang, an individual; Guan Yu, an individual; Leo Hong, an individual; Lucas K, an individual; Does 1-10, Inclusive<br>DEFENDANT(S). | CASE NUMBER<br><br>CV 10 - 01624 - SSO (RZ)<br><br><br>SUMMONS |

TO:    THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to file with this court and serve upon plaintiff's attorney
DONALD M. GINDY, ESQ._____, whose address is:

DONALD M. GINDY
A PROFESSIONAL LAW CORPORATION
1880 CENTURY PARK EAST, SUITE 615
LOS ANGELES, CA 90067

an answer to the ☒ complaint ☐_____amended complaint ☐ counterclaim ☐ cross-claim
which is herewith served upon you within __21__ days after service of this Summons upon you, exclusive
of the day of service. If you fail to do so, judgement by default will be taken against you for the relief
demanded in the complaint.

Clerk, U.S. District Court

Dated: ____° 4 MAR 2010___

By: _____
                    Deputy Clerk

*(Seal of the Court)*

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**
CIVIL COVER SHEET

| I. (a) PLAINTIFFS (Check box if you are representing yourself ☐) | DEFENDANTS |
|---|---|
| David A. Crook doing business as VB Conversions, a Sole Proprietorship | Microsoft Corporation, a Delaware Corporation; Benjamin Huang, an individual, Tony Zhang, an individual; Guan Yu, an individual; Leo Hong, an individual; Lucas K, an individual; Does 1-10, Inclusive |

| (b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases): | County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only): |
|---|---|

| (c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) | Attorneys (If Known) |
|---|---|
| DONALD M. GINDY A PROFESSIONAL LAW CORPORATION 1880 CENTURY PARK EAST, SUITE 615 LOS ANGELES, CA 90067 | |

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

☐ 1 U.S. Government Plaintiff    ☒ 3 Federal Question (U.S. Government Not a Party)

☐ 2 U.S. Government Defendant    ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

| | PTF | DEF | | PTF | DEF |
|---|---|---|---|---|---|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business in this State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business in Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

**IV. ORIGIN** (Place an X in one box only.)

☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from another district (specify):    ☐ 6 Multi-District Litigation    ☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION under F.R.C.P. 23:** ☐ Yes ☒ No     ☐ **MONEY DEMANDED IN COMPLAINT:** $ 500,000.00

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Copyright Infringement and Unfair Competition    COPYRIGHT INFRINGEMENT

**VII. NATURE OF SUIT** (Place an X in one box only.)

| OTHER STATUTES | CONTRACT | TORTS PERSONAL INJURY | TORTS PERSONAL PROPERTY | PRISONER PETITIONS | LABOR |
|---|---|---|---|---|---|
| ☐ 400 State Reapportionment | ☐ 110 Insurance | ☐ 310 Airplane | ☐ 370 Other Fraud | ☐ 510 Motions to Vacate Sentence Habeas Corpus | ☐ 710 Fair Labor Standards Act |
| ☐ 410 Antitrust | ☐ 120 Marine | ☐ 315 Airplane Product Liability | ☐ 371 Truth in Lending | | ☐ 720 Labor/Mgmt. Relations |
| ☐ 430 Banks and Banking | ☐ 130 Miller Act | ☐ 320 Assault, Libel & Slander | ☐ 380 Other Personal Property Damage | ☐ 530 General | ☐ 730 Labor/Mgmt. Reporting & Disclosure Act |
| ☐ 450 Commerce/ICC Rates/etc. | ☐ 140 Negotiable Instrument | ☐ 330 Fed. Employers' Liability | ☐ 385 Property Damage Product Liability | ☐ 535 Death Penalty | |
| ☐ 460 Deportation | ☐ 150 Recovery of Overpayment & Enforcement of Judgment | ☐ 340 Marine | BANKRUPTCY | ☐ 540 Mandamus/ Other | ☐ 740 Railway Labor Act |
| ☐ 470 Racketeer Influenced and Corrupt Organizations | ☐ 151 Medicare Act | ☐ 345 Marine Product Liability | ☐ 422 Appeal 28 USC 158 | ☐ 550 Civil Rights | ☐ 790 Other Labor Litigation |
| ☐ 480 Consumer Credit | ☐ 152 Recovery of Defaulted Student Loan (Excl. Veterans) | ☐ 350 Motor Vehicle | ☐ 423 Withdrawal 28 USC 157 | ☐ 555 Prison Condition | ☐ 791 Empl. Ret. Inc. Security Act |
| ☐ 490 Cable/Sat TV | | ☐ 355 Motor Vehicle Product Liability | CIVIL RIGHTS | FORFEITURE/ PENALTY | PROPERTY RIGHTS |
| ☐ 810 Selective Service | ☐ 153 Recovery of Overpayment of Veteran's Benefits | ☐ 360 Other Personal Injury | ☐ 441 Voting | ☐ 610 Agriculture | ☒ 820 Copyrights |
| ☐ 850 Securities/Commodities /Exchange | ☐ 160 Stockholders' Suits | ☐ 362 Personal Injury- Med Malpractice | ☐ 442 Employment | ☐ 620 Other Food & Drug | ☐ 830 Patent |
| ☐ 875 Customer Challenge 12 USC 3410 | ☐ 190 Other Contract | ☐ 365 Personal Injury- Product Liability | ☐ 443 Housing/Acco- mmodations | ☐ 625 Drug Related Seizure of Property 21 USC 881 | ☐ 840 Trademark |
| ☐ 890 Other Statutory Actions | ☐ 195 Contract Product Liability | ☐ 368 Asbestos Personal Injury Product Liability | ☐ 444 Welfare | | SOCIAL SECURITY |
| ☐ 891 Agricultural Act | ☐ 196 Franchise | | ☐ 445 American with Disabilities - Employment | ☐ 630 Liquor Laws | ☐ 861 HIA (1395ff) |
| ☐ 892 Economic Stabilization Act | REAL PROPERTY | | ☐ 446 American with Disabilities - Other | ☐ 640 R.R. & Truck | ☐ 862 Black Lung (923) |
| ☐ 893 Environmental Matters | ☐ 210 Land Condemnation | | ☐ 440 Other Civil Rights | ☐ 650 Airline Regs | ☐ 863 DIWC/DIWW (405(g)) |
| ☐ 894 Energy Allocation Act | ☐ 220 Foreclosure | | | ☐ 660 Occupational Safety /Health | ☐ 864 SSID Title XVI |
| ☐ 895 Freedom of Info. Act | ☐ 230 Rent Lease & Ejectment | | | ☐ 690 Other | ☐ 865 RSI (405(g)) |
| ☐ 900 Appeal of Fee Determi- nation Under Equal Access to Justice | ☐ 240 Torts to Land | | | | FEDERAL TAX SUITS |
| ☐ 950 Constitutionality of State Statutes | ☐ 245 Tort Product Liability | | | | ☐ 870 Taxes (U.S. Plaintiff or Defendant) |
| | ☐ 290 All Other Real Property | | | | ☐ 871 IRS-Third Party 26 USC 7609 |

**VIII(a). IDENTICAL CASES:** Has this action been previously filed and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s):

**FOR OFFICE USE ONLY:**    Case Number: _____ CV10-01624 _____

CV-71 (07/05)        CIVIL COVER SHEET        Page 1 of 2

**AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.**

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☑ No   ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)   ☐ A. Arise from the same or closely related transactions, happenings, or events; or

☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or

☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or

☐ D. Involve the same patent, trademark or copyright, _and_ one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which **EACH** named plaintiff resides (Use an additional sheet if necessary)
☐ Check here if the U.S. government, its agencies or employees is a named plaintiff.
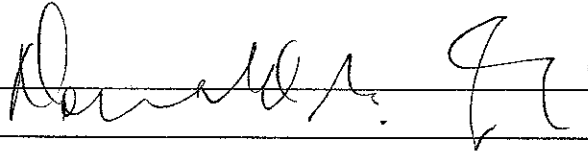   Kansas

List the California County, or State if other than California, in which **EACH** named defendant resides. (Use an additional sheet if necessary).
☐ Check here if the U.S. government, its agencies or employees is a named defendant.
   . Delaware

List the California County, or State if other than California, in which **EACH** claim arose. (Use an additional sheet if necessary)
Note: In land condemnation cases, use the location of the tract of land involved.
   Los Angeles County

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____   Date _____ March 3, 2010

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

| Nature of Suit Code | Abbreviation | Substantive Statement of Cause of Action |
| --- | --- | --- |
| 861 | HIA | All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b)) |
| 862 | BL | All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923) |
| 863 | DIWC | All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g)) |
| 863 | DIWW | All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g)) |
| 864 | SSID | All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended. |
| 865 | RSI | All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g)) |